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SIGN EASEMENT DECLARATION

THIS DECLARATION OF EASEMENT (this "Declaration") is made as of the 31st day of March, 2005 by THE CITY OF ABERDEEN, MARYLAND, a body politic and corporate with an address of P.O. Box 70, Aberdeen, Maryland 21001 ("Grantor").

IMP FD SURV \$ 20.00
RECORDING FEE 75.00
TOTAL 95.00
Rest HAB2 Rctt \$ 85601

EXPLANATORY STATEMENT

A. Capitalized terms used in this Explanatory Statement shall have the meaning given in this Declaration.

B. Grantor is the owner of the fee simple interest in the Sign Easement Area and the Property consisting of Lot 1, Lot 2 and Lot 4 as shown on the Original Record Plat and Lot 3, Lot 5 and Lot 6 as shown on the Resubdivision Plat. The Grantor is engaged in facilitating the development of the Community Project at the Property, including the Mixed Use Project on Lot 1.

C. The Grantor intends as more particularly set forth herein to establish the Sign Easement in and to the Sign Easement Area for the use and benefit of Lot 1 and the Owners and Permittees thereof in accordance with and subject to the terms and conditions hereafter set forth for the purpose of branding and otherwise identifying the Community Project including the Mixed Use Project and publicizing the Occupants thereof and events and activities occurring or to occur at the Property.

D. The Grantor does not intend to merge the estates benefited and burdened by the covenants, conditions, restrictions and easements hereby established.

NOW THEREFORE in consideration of the foregoing and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the Grantor does hereby declare that Sign Easement Area and Lot 1 shall be held, sold and conveyed subject to the covenants, conditions, restrictions and easements hereafter set forth:

ARTICLE I

DEFINITIONS AND EXHIBITS

1.1 DEFINITIONS: In addition to any term to which meaning is specifically ascribed by any provision elsewhere contained in this Declaration, the following terms, whenever capitalized in this Declaration, shall have the meaning given in this Section 1, whether used in the singular or plural, unless the context clearly indicates a contrary intent:

COMMUNITY PROJECT: the various projects now or hereafter developed on the Property including the Mixed Use Project, the Minor League Stadium and the Youth Stadium.

CONSTRUCTION AND MAINTENANCE EASEMENT: the Construction and Maintenance Easement as established and defined pursuant to the provisions of Section 3.4.

DECLARATION: this Declaration, as the same be amended from time to time by any amendment thereof recorded among the Land Records.

DEFAULT RATE: an annual rate of interest equal to (i) the lesser of fifteen percent (15%) per annum or (ii) such lower rate as is required by applicable law.

DEFAULTING PARTY: any Party who shall have defaulted in its obligations under this Declaration.

EASEMENT(S): the Sign Easement, the Construction and Maintenance Easement, or both of them.

EASEMENT FACILITIES: the Easement Facilities as described and defined pursuant to the provisions of Section 2.1.

LANDMARK SIGN: the Landmark Sign to be installed and maintained on the Sign Easement Area in accordance with the provisions of this Declaration.

LAND RECORDS: the public Land Records of Harford County, Maryland.

LOT(S): any separate parcel of land (i) consisting of any part of the Property, (ii) established by the lawful subdivision or resubdivision of the Property or any part thereof and (iii) shown on a Record Plat. On the date hereof, the Lots consist of Lot 1, Lot 2 and Lot 4 as shown on the Original Record Plat and Lot 3, Lot 5 and Lot 6 as shown on the Resubdivision Plat.

LOT 6 DECLARATION: the Declaration of Easement made by Grantor as of November 12, 2003 and recorded among the Land Records in Liber 5005, folio 175.

MIXED USE PROJECT: the mixed use commercial project to be developed on Lot 1.

MORTGAGE: any mortgage or deed of trust encumbering Lot 1 or any part thereof and any other security interest therein existing by virtue of any other form of security instrument or arrangement used from time-to-time in the locality of Lot 1, provided that such mortgage, deed of trust or other form of security interest, and any instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

MORTGAGEE: the Person secured by a Mortgage.

MORTGAGEE IN POSSESSION: any Mortgagee who is either (i) a Mortgagee which has possession of Lot 1 or any part thereof as a result of a default under a Mortgage held by such Person or (ii) the Owner of Lot 1 or any part thereof, as a result of a conveyance to such Mortgagee of the Mortgagor's equity of redemption therein, either through a foreclosure proceeding under a Mortgage securing such Person or covering Lot 1 or part thereof or a deed in lieu of such foreclosure proceeding.

MORTGAGOR: the Owner of Lot 1 or any part thereof, the title to which is encumbered by a Mortgage.

NON DEFAULTING PARTY: any Party having a claim, demand or cause of action arising out of or otherwise related to this Declaration against a Defaulting Party.

OCCUPANT: any Person from time to time entitled to the use and occupancy of a Lot or any improvements thereon under a lease, sublease, license, concession or other similar agreement or the Owner of a Lot if such Owner occupies the same.

ORIGINAL RECORD PLAT: the Record Plat of the Property entitled "Final Plat, Long Property Subdivision," which plat is recorded among the Land Records in Plat Book 106, folio 40.

OWNER: any Person or combination of Persons holding record fee simple title to Lot 1 or any part thereof or the Sign Easement Area under a deed or other instrument, provided that no Mortgagee shall be deemed an Owner unless and until it acquires of record the Mortgagor's equity of redemption in fee simple.

PARTY (PARTIES): the Owner of Lot 1, the Owner of the Sign Easement Area or both of them.

PERMITTEE(S): all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants and concessionaires of the Owner of Lot 1 or part thereof insofar as their activities relate to the use of such Lot or any part thereof.

PERSON: any natural person, trustee, corporation, partnership, limited liability company, business trust or other legal entity.

PROPERTY: all that land shown on and subjected to the force and effect of the Original Record Plat.

RECORD PLAT(S): any one or more subdivision plats of the Property or any part thereof which has been recorded among the Land Records. On the date hereof, the Record Plats consist of the Original Record Plat and the Resubdivision Plat.

RESUBDIVISION PLAT: the Record Plat of a portion of the Property entitled "Revised Lots 3 and 4 – Final Plat, Long Property Subdivision," which plat is recorded among the Land Records Plat Book 107, folio 55.

SIGN EASEMENT: the Sign Easement as defined and established pursuant to the provisions of Article II.

SIGN EASEMENT AREA: all that parcel of land located at the northwest corner of the intersection of Maryland Route 22 and the public road presently known as Technology Drive, consisting of a fifty one and one-half foot (51.5') wide strip of land adjoining the westerly right of way line of Long Drive (formerly known as Technology Drive) and adjoining and

extending one hundred sixty nine feet (169') in a northeasterly direction from the northerly right of way line of Maryland Route 22, and shown cross hatched and designated "Sign Easement Area" on Exhibit A, and being part of all that land which was conveyed to Grantor by deeds recorded among the Land Records in Liber 3290, folio 353 and Liber 4391, folio 81.

1.2 ADDITIONAL DEFINITIONS: The following terms shall have the meanings given in the Lot 6 Declaration:

MINOR LEAGUE STADIUM

YOUTH STADIUM

1.3 EXHIBITS. The following Exhibits are attached hereto and such Exhibits shall be deemed to be a part of this Declaration:

EXHIBIT A: Plat of the Sign Easement Area.

EXHIBIT B: Design of Landmark Sign.

ARTICLE II

SIGN EASEMENT

2.1 CREATION OF SIGN EASEMENT. Grantor creates and establishes a perpetual easement (the "Sign Easement") for the exclusive use and benefit of the Owner of Lot 1 and its Permittees and for the benefit of and as an appurtenance to Lot 1 in, over, under, across and upon the Sign Easement Area purpose of the installation, construction, use, operation, maintenance, repair, replacement, reconstruction of a Landmark Sign and other entrance features or monuments together with appurtenant landscaping, irrigation, electrical and lighting facilities (the Landmark Sign and such other improvements to the Sign Easement Area being herein collectively sometimes referred to as the "Easement Facilities").

2.2 INSTALLATION OF LANDMARK SIGN. The Owner of Lot 1, at its expense and subject to this issuance of all governmental approvals necessary for the installation and operation of the Landmark Sign, shall cause the Landmark Sign to be constructed and installed in the Sign Easement Area no later than one hundred eighty (180) days following the date on which the first Occupant of Lot 1 to open for business opens for business.

2.3 DESIGN OF LANDMARK SIGN. The Landmark Sign to be installed and maintained by the Owner of Lot 1 on the Sign Easement Area pursuant to Section 2.2 shall be designed in a manner substantially consistent with the sign design shown on Exhibit B, subject to the following terms and conditions:

(a) The Landmark Sign shall include a first order message (the "Landmark Message") at the top of the Landmark Sign consisting of a name suitable to identify the Community Project. The use of the Landmark Message as the first order message at the top of

the Landmark Sign shall be subject to the consent of all Persons having proprietary rights in the use of such name. In the event that such Persons do not consent to the use of such name, the Landmark Message shall be changed to a substitute name suitable to identify the Community Project. The selection of any name to be used for the Landmark Message shall be proposed by the Owner of Lot 1 and approved by the Grantor, which approval shall not be unreasonably withheld or delayed.

(b) The Landmark Sign shall include a second order message immediately beneath the first order message on the Landscape Sign consisting of a name suitable to identify the Mixed Use Project. The selection of a name for use as the second order message on the Landmark Sign may be changed at any time and from time to time to such name as the Owner of Lot 1 shall, in its discretion, select to identify the Mixed Use Project.

(c) The Landmark Sign shall include a third order message immediately beneath the second order message on the Landmark Sign consisting of a remote control, illuminated, electronic, changeable text message sign used to identify events or activities occurring or to occur at the Mixed Use Project or the Community Project or any one or more Occupants of such projects. The Owner of Lot 1 shall cause the third order message to be operable on a daily basis at least during the hours from 6:00 a.m. to 10:00 p.m. Subject to the limitations set forth in the first sentence of this subparagraph (c), the Owner of Lot 1 shall have the right to determine the content of the third order message to be displayed for forty (40) minutes of each hour during which such sign is operable. Subject to the limitations set forth in the first sentence of this subparagraph (c), the Grantor shall have the right to determine the content of the third order message to be displayed for twenty (20) minutes of each hour during which such sign is operable. During such period of time as the Grantor shall have exercised its right to require display of a third order message, the message content determined by the Owner of Lot 1 and the message content determined by the Grantor shall alternate in intervals proportional to the amount of time each such Party has the right to determine the content of such message. The Owner of Lot 1 may by written notice to the Grantor establish reasonable procedures for Grantor's communication to the Owner of Lot 1 of such third order messages which the Grantor desires to display and reasonable regulations mutually applicable to both Parties regarding the form and amount of text which may be contained in any such message and prohibiting any message from having any lewd, salacious or other offensive content.

(d) At the election of the Owner of Lot 1 from time to time, the Landmark Sign may include a fourth order message immediately beneath the third order message consisting of a fixed text message identifying a major Occupant of the Mixed Use Project.

(e) At the request of the Grantor made to the Owner of Lot 1 at any time prior to December 31, 2005, the Landmark Sign shall include a fifth order message immediately beneath the fourth order message consisting of a fixed text message identifying The City of Aberdeen. The design and content of such fifth order message shall be proposed by the Grantor and approved by the Owner of Lot 1, which approval shall not be unreasonably withheld or delayed.

(f) Except as permitted pursuant to subparagraphs (a) through (e) above, the Owner of Lot 1 shall not substantially modify the design of the Landmark Sign shown on Exhibit B

without the prior written approval of the Grantor, which approval shall not be unreasonably withheld or delayed.

2.4 REGULATION OF SIGN EASEMENT. No sign other than the Landmark Sign and no improvements to the Sign Easement Area other than the Easement Facilities may be erected or installed in the Sign Easement Area without the prior written approval of the Owner of Lot 1.

2.5 COOPERATION OF GRANTOR. Grantor agrees to cooperate with the Owner of Lot 1 to facilitate the issuance of all governmental approvals necessary for the construction, installation and operation of the Easement Facilities.

ARTICLE III

MAINTENANCE OF SIGN EASEMENT AREA

3.1. RESPONSIBILITY FOR MAINTENANCE. From and after the installation of the Easement Facilities, the Easement Facilities shall be operated and maintained to a minimum standard of maintenance comparable to that followed in other first class developments in the Baltimore Metropolitan Area of a size and nature comparable to the Community Project and otherwise in a clean, safe, neat and orderly condition, in good repair and operating condition and in accordance with standards of first class property management.

3.2. RESPONSIBILITY FOR MAINTENANCE OF EASEMENT FACILITIES. Subject to the right of reimbursement set forth in the provisions of Section 3.6, the Owner of Lot 1, at its sole cost and expense, shall maintain the Easement Facilities installed in the Sign Easement Area and shall be responsible for all electrical and water service charges arising out of the use and operation of Easement Facilities located within the Sign Easement Area.

3.3. REPAIR OF DAMAGE TO SIGN EASEMENT AREA. Subject to the right of reimbursement set forth in the provisions of Section 3.6, in the event any of the Easement Facilities installed in the Sign Easement Area are damaged or destroyed by any cause whatsoever, whether insured or uninsured, the Owner of Lot 1 shall promptly repair and restore such Easement Facilities at its sole cost and expense. Notwithstanding the foregoing, in the event any such damage or destruction of the Easement Facilities is caused in whole or in part by another Person, the Owner of Lot 1 reserves and retains the right to proceed against any such Person for indemnity, contribution or damages.

3.4. CONSTRUCTION AND MAINTENANCE EASEMENT. Grantor does hereby create a perpetual easement (the "Construction and Maintenance Easement") for the use of the Owner of Lot 1 and its Permittees and for the benefit of and as an appurtenance to Lot 1 in, over, under, upon and across property of the Grantor to the extent reasonably necessary for the construction, installation, maintenance, repair and reconstruction of any Easement Facilities installed within the Sign Easement Area.

3.5. CONDUCT OF CONSTRUCTION AND MAINTENANCE ACTIVITIES. In undertaking the installation, construction, maintenance, repair or reconstruction of any Easement Facilities within the Sign Easement Area required pursuant to the Declaration, the Owner of Lot 1 (i) shall diligently prosecute the performance of any such installation, construction, maintenance, repair and reconstruction of such Easement Facilities, (ii) shall promptly repair and restore to its prior condition (to the extent practical and consistent with the use and maintenance of the Easements hereby created) any ground or surface area, including paved surfaces, and any other improvements, including the Easement Facilities, disturbed by such activities, and (iii) shall perform all such construction and maintenance, including any repair and restoration, in a good and workmanlike manner and in accordance with applicable laws, regulations and orders of governmental authorities.

3.6 REIMBURSEMENT OF OPERATING COSTS. The Grantor shall reimburse the Owner of Lot 1 (the "Maintaining Party") in the amount of one third of the Operating Costs (as hereinafter defined) incurred by the Owner of Lot 1 in performing the responsibilities of the operation and maintenance of the Easement Facilities in accordance with the provisions of this Article III. "Operating Costs" shall mean the sum of (a) all reasonable costs incurred in the operation, management, maintenance, repair and replacement of the Easement Facilities, including the cost of (i) all personnel to implement the foregoing, (ii) all hazard, public liability and property damage insurance premiums relating to the operation and maintenance of such facilities, and (iii) all rental of machinery and equipment for such operation, maintenance and repair; and (b) an overhead allowance in the amount of fifteen percent (15%) of the sum of the items described in clause (a) above. Operating Costs shall not include the cost of the initial installation and construction of the Landmark Sign to be paid by the Owner of Lot 1 pursuant to Section 2.2 hereof.

3.7 OBLIGATION FOR REIMBURSEMENT. Subject to the provisions of Section 3.8, Grantor shall reimburse the Maintaining Party for its share (determined as provided in Section 3.6) of the Operating Costs within thirty (30) days after the receipt of billing therefore (any such billing being hereinafter referred to as an "Assessment"). Any Assessment which is not paid within thirty (30) days of rendition shall accrue interest at the Default Rate and any Assessment together with interest thereon at the Default Rate and cost of collection thereof (including reasonable attorneys fees) shall be a binding personal obligation of the Grantor. The Grantor may not waive or otherwise escape liability for any Assessment provided herein by the nonuse of its rights hereunder or by abandonment thereof.

3.8 PERIODIC ASSESSMENTS. The Maintaining Party may, at its option, render Assessments to the Grantor as Operating Costs are paid or incurred or may render such Assessments, wholly or partially in advance on a monthly or other periodic basis based on the estimated annual Operating Costs. All such Assessments, however rendered, shall be payable within thirty (30) days after receipt of billing therefore, but subject to adjustment after the end of each calendar year on the basis of actual Operating Costs for such year. Within ninety (90) days after the end of each calendar year, upon written request from Grantor, the Maintaining Party shall supply Grantor with a statement covering all Operating Costs and a determination of the share thereof (determined as provided in Section 3.6) to be paid by Grantor. In the event that the amount paid by Grantor shall be less than its share, the same shall be paid within ten (10) days

after notice of such determination. Any payment made by Grantor in excess of its share of such Operating Costs shall be credited to the next Assessment due from Grantor.

3.9 ESTOPPEL CERTIFICATES. Within fifteen (15) day after any request by Grantor, the Maintaining Party shall deliver to the Grantor a statement certifying as to whether or not Grantor has paid all Assessments then due the Maintaining Party under the Declaration, including the amount of all such Assessments which are unpaid as of the date of such certificate.

ARTICLE IV

INSURANCE AND INDEMNIFICATION

4.1 COMMERCIAL GENERAL LIABILITY INSURANCE. Upon request of any Party to any other Party, each Party shall be provided with a commercial general liability policy of insurance which will adequately and sufficiently protect each other Party, their respective agents, representatives, and servants from losses arising directly or indirectly from the use of the Easements by any Party or their respective Permittees. Each Party shall be named on such Certificate as an additional insured. The limitations of each such policy shall be generally acceptable to each Party named as an additional insured, which acceptance shall not be unreasonably withheld or delayed. A certificate of such insurance shall be delivered to each requesting Party within thirty (30) days of such request and thereafter upon the renewal of such policy of insurance.

4.2 INDEMNIFICATION. Each Party (each Party, as the case may be, herein an "Indemnitor") shall indemnify and defend each other Party and its respective managers and agents (each an "Indemnitee") against, and hold each Indemnitee harmless from, any and all claims, actions, damages, liabilities or expenses in connection with any and all injuries to or deaths of persons, or damage to property suffered by any Indemnitee or its managers, agents, employees, or invitees, or any other person or entity (a) arising out of (i) the construction, installation, repair, maintenance, replacement or removal of the Indemnitor's facilities or equipment by the Indemnitor, its agents, employees or invitees, (ii) the presence of the Indemnitor's facilities or equipment, and/or (iii) the exercise or use, passive or active, of the applicable Easement Area by the Indemnitor, its agents, employees, or invitees, or (b) caused by any negligent act or omission of the Indemnitor, its agents, employees or invitees, except to the extent caused by any negligent act or omission of the Indemnitee, its agents, employees, or invitees.

ARTICLE V

MORTGAGEE PROVISIONS

5.1 NON-RECOURSE. Any claim, demand or cause of action arising out of or otherwise related to this Declaration in favor of any Non-Defaulting Party against any bona fide Mortgagee holding a Mortgage on Lot 1 or any part thereof shall be enforceable solely against such Mortgagee's interest in the secured Lot, and, under no circumstances shall the other assets or property of such Mortgagee, or any officer, director, shareholder, partner or disclosed or

undisclosed principal thereof, be subject to any such claim, demand or cause of action or any judgment, liability or decree resulting therefrom.

5.2 SPECIFIC PERFORMANCE. Notwithstanding the foregoing provisions of Section 5.1, nothing contained in this Declaration shall limit the right of any Non-Defaulting Party to seek an action requiring the specific performance by any Defaulting Party of the provisions of this Declaration, provided that any damages that maybe awarded by reason of any failure of such performance shall be limited as provided in Section 5.1.

5.3 GOOD FAITH LENDER'S CLAUSE. No violations of any provisions of this Declaration shall defeat or render invalid the lien of any Mortgage made in good faith and for value upon Lot 1 or any portion thereof.

5.4 MORTGAGEE IN POSSESSION. Notwithstanding any contrary provision of this Declaration, from and after the date any Mortgagee of Lot 1 or any part thereof becomes a Mortgagee in Possession, such Mortgagee in Possession shall be bound by and subject to the provisions of this Declaration as fully as any Owner of such Lot and shall be subject to all obligations of an Owner hereunder including the liability for, and the lien of, any amounts thereafter becoming due hereunder.

ARTICLE VI

MISCELLANEOUS

6.1 ESTOPPEL CERTIFICATE. Each Party covenants that, within ten (10) days of a written request (which shall not be more frequent than three (3) times during any calendar year) from time-to-time of any other Party, it will issue to a prospective Mortgagee of such other Party, a prospective successor of such other Party, or such other Party, an estoppel certificate stating:

A. Whether the Party to whom the request has been directed has actual knowledge of any default by the requesting Party under this Declaration, and if there are known defaults, specifying the nature thereof;

B. Whether the interest or rights of such Party under this Declaration have been assigned, modified or amended in any way by such Party (and if such be the case, then stating the nature thereof);

C. That to such Party 's knowledge, this Declaration as of that date is in full force and effect.

Such statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement and who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the Party furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such Party to disclose correct and/or relevant information.

6.2 NOTICES. All notices, demands, statements, requests and other communications ("notice") required or permitted to be given under this Declaration must be in writing and given, delivered or served, either by personal delivery, prepaid express mail carrier with receipt or by prepaid registered or certified mail, return receipt requested. Notices shall be deemed properly given, delivered, served and received as of deposit as provided hereinabove with the appropriate carrier or as of delivery if delivered personally; provided unless evidence of delivery, inability to make delivery due to change of address or refusal of delivery can be produced by the Party making the deposit upon the request of the receiving Party, any time periods which run from receipt shall not be binding. In the event any Owner shall encumber its Lot by a Mortgage and notice of such fact has been given to a Party issuing any such notice, demand, statement or request, then a copy of any notice of amounts due or notice of default directed to such Mortgagor shall also be sent to its Mortgagee.

Each Party shall deliver to any other Party requesting same a notice containing its address for receiving notices hereunder. Until the Grantor shall deliver to any other Party any such notice containing its address for receiving notices hereunder, the address of such Party shall be as set forth in the heading of this Declaration. If any such Party shall fail to specify its notice address, then any such Party may deliver notices either to such Party's registered agent within the State of Maryland or to the address maintained by such Party which is an Owner on file with the Office of the Harford County Assessor for delivery of ad valorem tax statements relating to the Lot owned by such Owner.

Any Party shall have the right from time-to-time and at any time, upon at least ten (10) days prior written notice thereof in accordance with the provisions hereof, to change its respective address and to specify any other address within the United States of America; provided, however, notwithstanding anything contained herein to the contrary, in order for the notice of address change to be effective, it must actually be received; and further provided such address may not be a post office box.

6.3 LEGAL EFFECT. Subject to the provisions of Section 6.13 hereof:

(a) Each of the Easements and rights created by this Declaration are appurtenant to Lot 1 and may not be transferred, assigned or encumbered except as an appurtenance to such Lot.

(b) Each covenant contained in this Declaration (i) is made for the direct, mutual and reciprocal benefit of Lot 1; (ii) constitutes a covenant running with the land; (iii) binds every Owner now having or hereafter acquiring an interest in Lot 1 or any part thereof or the Sign Easement Area; and (iv) will inure to the benefit of each Owner and each Owner's successors, assigns and Mortgagees.

(c) Each Owner agrees that on conveyance of all or any part of Lot 1 or the Sign Easement Area, the grantee thereof, by accepting such conveyance, will thereby become a new Party and be bound by this Declaration.

(d) At such time as any Owner shall convey fee simple title to Lot 1 or any part thereof or to the Sign Easement Area to a successor Owner and an instrument evidencing and effecting such conveyance is recorded among the Land Records, the conveying Owner will

thereafter be released from any obligation under this Declaration arising thereafter with respect to the portion of real property so conveyed.

(e) Each Party agrees on written request of any conveying Owner to execute and deliver any appropriate documents or assurances to evidence such release.

(f) If at any time two or more Persons are the joint Owners of Lot 1 or any part thereof, such joint Owners will be jointly and severally liable for the performance of all obligations and the payment of all sums to be performed or paid pursuant to the provisions of this Declaration.

6.4 GENDER AND NUMBER. Whenever required by the context of this Declaration, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders and vice versa.

6.5 CAPTIONS AND CAPITALIZED TERMS. The captions preceding the text of each Article and Section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Declaration. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be ascribed to such term in a context outside this Declaration.

6.6 NO PUBLIC DEDICATION. Nothing herein contained shall be deemed to be a gift or dedication or offer thereof of any portion of the Sign Easement Area to the general public or for any public use of purpose whatsoever.

6.7 NEGATION OF PARTNERSHIP. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall the same cause any of them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate Party, and no Parties shall have any right to act as agent for another Party, unless expressly authorized to do so herein or by a separate written instrument signed by the Party to be charged.

6.8 SEVERABILITY. No determination by any court, governmental or administrative body or otherwise that any of the provisions of this Declaration or amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any such other provisions or (b) such provision in any instance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by law and shall be construed whenever possible as being consistent with applicable law.

6.9 EFFECT OF BREACH. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration; however, the foregoing limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any such breach.

6.10 NON-WAIVER. The failure of any Party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which any such Party may have hereunder or at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants and conditions.

6.11 NO THIRD-PARTY RIGHTS. This Declaration is enforceable only by the Parties and their respective successors, assigns and/or Mortgagees. No Permittee or other Person shall have any right to enforce the terms and conditions of this Declaration other than each Party and its respective personal representatives, successors, assigns and Mortgagees.

6.12 LIABILITY OF OWNER. Except as may be otherwise expressly provided herein, there shall be no personal liability against any Owner or any successor or assignee of any such Owner except with respect to such liabilities which were incurred during the period in which such Owner owned fee simple title to Lot 1 or any part thereof or the Sign Easement Area, as the case may be.

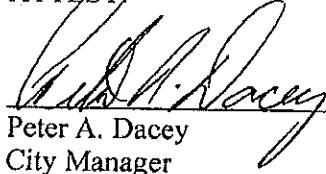
6.13 SUBDIVISION OF LOT 1. In the event that the Owner of Lot 1 or any Assignee (as hereafter defined) shall at any time hereafter subdivide or resubdivide Lot 1 or the Lot owned by such Assignee, the Owner of Lot 1 or such Assignee (such assigning Owner or Assignee being referred to as an "Assignor") shall assign all, but not less than all, its rights, interests, powers and duties hereunder to the Owner of not more than one Lot resulting from any such subdivision or resubdivision (an "Assignee"). Such assignment (the "Assignment") shall be evidenced by an instrument in recordable form executed by the Assignor and the Assignee pursuant to which the Assignor shall assign all, but not less than all, and the Assignee shall assume all, but not less than all, of Assignor's rights, interests, powers, and duties hereunder. Such Assignment shall not become effective or binding with respect to the Grantor until such Assignment is recorded among the Land Records and a copy thereof is furnished to Grantor. Further, no such Assignment shall preclude the Assignee thereof from entering into one or more instruments with the Owners of one or more other Lots resulting from the subdivision or resubdivision of Lot 1 for the purpose sharing with or delegating to such other Owners any of the rights, interests, powers and duties of the Assignee hereunder, provided, however, that the Grantor may at all times look solely to then current Owner of Lot 1 or Assignee with respect to the exercise of Grantor's rights, interests, powers, and duties hereunder, and any such Owner or Assignee, as the case may be, shall be bound unto the Grantor for the performance of all duties hereunder to the Grantor.

6.14 OTHER INSTRUMENTS. This Declaration is not intended to supercede, modify, amend or otherwise change the provisions of any other prior instrument affecting the land burdened hereby.

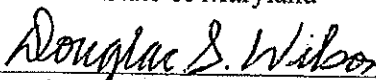
6.15 GOVERNING LAW. This instrument shall be governed and construed under the laws of the State of Maryland.

IN WITNESS WHEREOF, the Grantor has executed this Declaration the day and year first above written.

ATTEST:


Peter A. Dacey
City Manager

THE CITY OF ABERDEEN, a body corporate and
politic of the State of Maryland

By: 
Douglas S. Wilson, Mayor

STATE OF MARYLAND
COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this 31st day of March 2005, before me, a notary public of said state, personally appeared Douglas S. Wilson, who acknowledged himself to be the Mayor of The City of Aberdeen, known to me (or satisfactorily proven) to be the person whose name is subscribed to the forgoing instrument and acknowledged that he executed the same for the purposes therein contained in his official capacity for The City of Aberdeen by signing on its behalf.

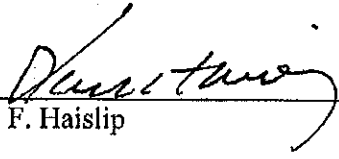
WITNESS my hand and notarial seal


Notary Public

My commission expires 1-07

Attorney Certification

The undersigned, an attorney duly admitted to practice and in good standing before the Court of Appeals of the State of Maryland, hereby certifies that the within instrument was prepared by or under the supervision of such attorney.



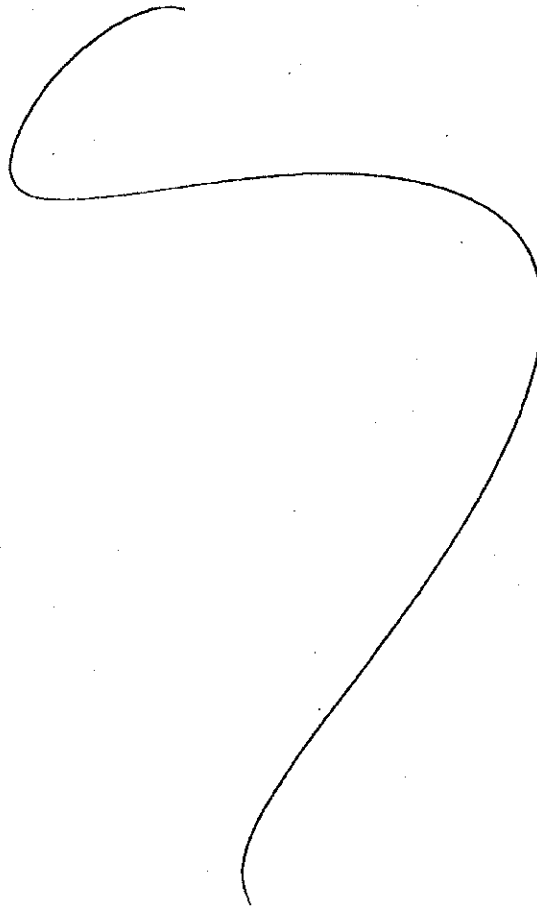
Lawrence F. Haislip

Return to:
Pamela Raymond
Miles & Stockbridge P.C.
West Pennsylvania Avenue, Suite 900
Rowson, MD 21204 (410) 823-8107

HARFORD COUNTY CIRCUIT COURT (Land Records) [MSA CE 54-5853] Book JJR 5966, p. 0232. Printed 10/01/2012. Online 04/12/2005.

EXHIBIT A

Plat of Sign Easement Area



STA. 12+86.00

SIGN EASEMENT
AREA

BARBARA P. VEST
LIDER 1638 FOLIO 458
TAX MAP 51 PARCEL 925
MARYLAND MANOR 4 1/2
LOT 546 BLOCK A

LIMIT OF WORK
AREA
STA. 11+29.00
TAX MAP 51 PARCEL 925
MARYLAND MANOR 4 1/2
LOT 344 BLOCK A

NOSE DOWN CURB (TYP.)

NOSE DOWN CURB (TYP.)

LEE ROY GILL
LIDER 341 FOLIO 473
TAX MAP 51 PARCEL 925
MARYLAND MANOR 4 1/2
LOT 142 BLOCK A

CONSTRUCT SWALE LINED WITH
SHALE SOIL STABILIZATION
MATERIAL AT THE END OF NOSE
DOWN CURB (TYP.)

ES 25
297.62
64.87

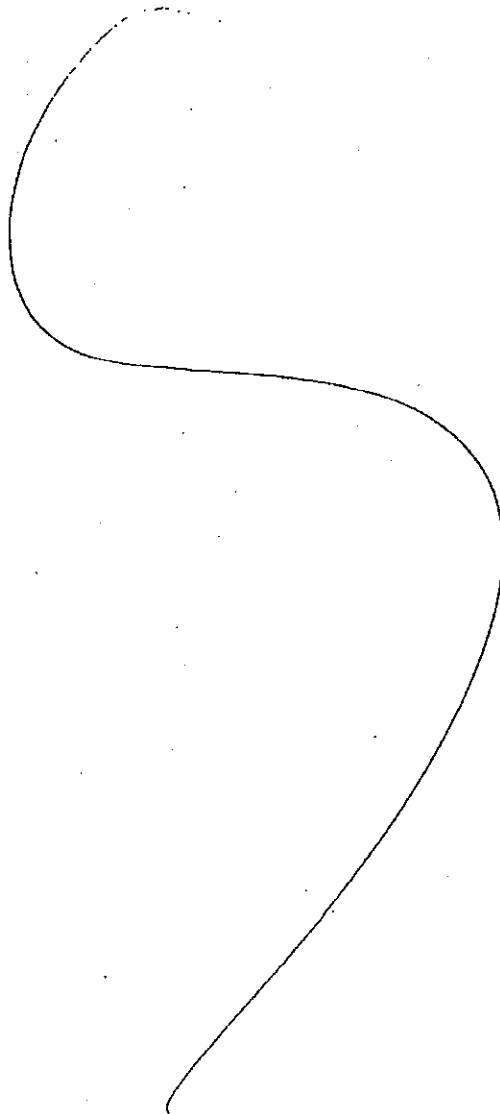
ES 25
299.77
65.48

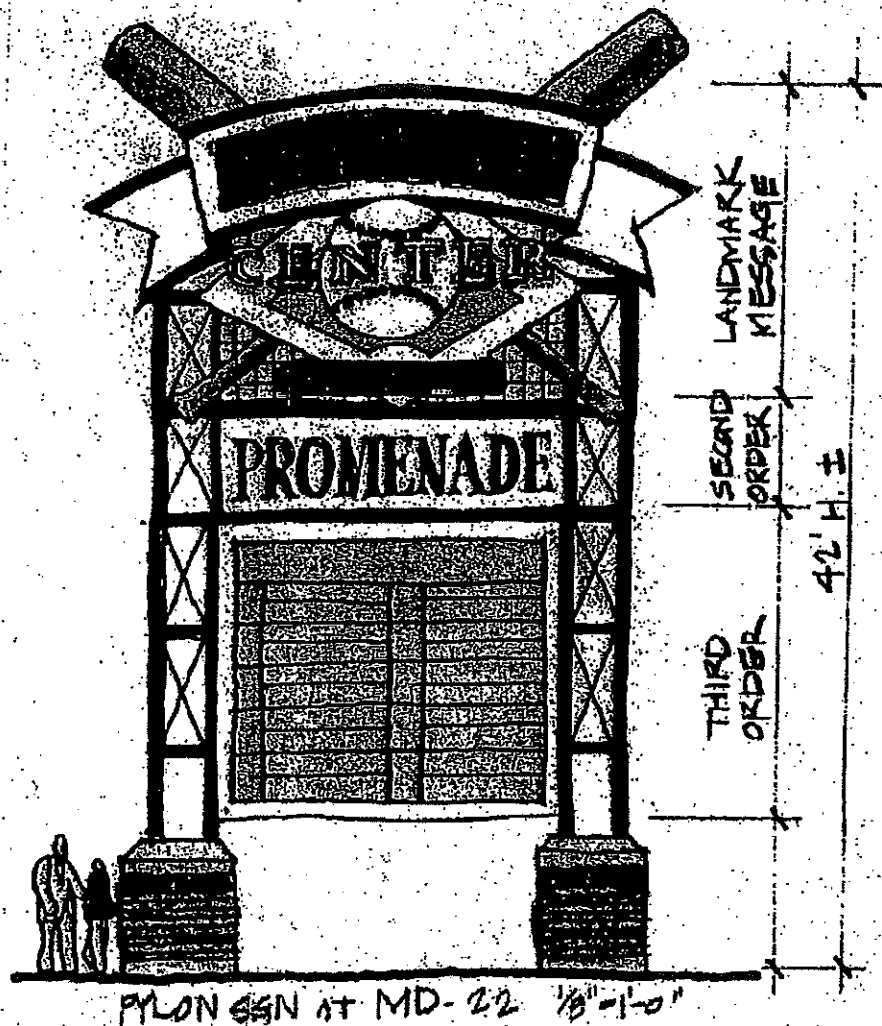
CONSTRUCTION MD 22

1234

EXHIBIT B

Design of Landmark Sign





The PROMENADE
at **Center**

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☐ County: _____

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.)

(Type or Print in Black Ink Only—All Copies Must Be Legible)

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if addendum Intake Form is Attached. <input type="checkbox"/> Deed <input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Other <u>Dec.</u> <input type="checkbox"/> Deed or Trust <input type="checkbox"/> Lease <input type="checkbox"/> Other _____																																																																																					
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length [1]	<input type="checkbox"/> Unimproved Sale Arms-Length [2]																																																																																				
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